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Attorneys for Plaintiff and Counter-Defendant
REALNETWORKS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

REALNETWORKS, INC.,)	Case No. C-08-0023 MHP
Plaintiff and Counter-Defendant,)	STIPULATION AND [PROPOSED] ORDER
vs.)	Date: N/A
BURST.COM, INC.,)	Time: N/A
Defendant and Counter-Plaintiff.)	Place: N/A
)	Judge: N/A
)	

WHEREAS Plaintiff RealNetworks, Inc. ("RealNetworks") and Defendant Burst.com, Inc. ("Burst") entered into a Settlement and License Agreement ("Settlement Agreement") dated as of May 5, 2008 that resolved the parties' claims in this litigation;

WHEREAS this Court dismissed this litigation on May 14, 2008 and retained jurisdiction to resolve any disputes between the parties arising out of the settlement of the litigation;

Case No. C-08-0023 MHP
STIPULATION AND [PROPOSED] ORDER

1 WHEREAS a dispute has arisen regarding Burst's compliance with the confidentiality
2 provisions of Section 7 of the Settlement Agreement and Burst denies that it committed any violation
3 of such provisions;

4 WHEREAS, the parties seek to resolve this dispute and provide reasonable assurance to
5 RealNetworks that Burst will not unnecessarily disseminate confidential information relating to the
6 Settlement;

7 NOW THEREFORE, IT IS STIPULATED:

8 1. RealNetworks and Burst stipulate to the entry of an order that Burst shall not, without
9 RealNetwork's prior written consent, make any public disclosure of information, in any form,
10 regarding the settlement of this litigation, including the terms of the Settlement Agreement and the
11 settlement negotiations ("Settlement"), beyond that the case was dismissed by a settlement, to any third
12 party other than as permitted in this stipulation;

13 2. If Burst is requested in any litigation to produce a copy of the Settlement Agreement or
14 other documents relating to the Settlement or to disclose any information relating to the Settlement,
15 including the terms of the Settlement Agreement, Burst shall (a) oppose such request until such time as
16 Burst notifies RealNetworks of the request, and shall support RealNetworks's right to intervene and be
17 heard in connection with such request and (b) provide RealNetworks with (i) such request and (ii) any
18 motion or additional court papers relating to production of such documents or information, along with
19 a copy of the protective order entered in such litigation, within two (2) business days of receiving such
20 request or court paper. If Burst is ordered by any court to produce such documents or information,
21 then such production shall, if permitted by the court, be made solely to outside counsel of record
22 pursuant to the terms of the protective order entered in such litigation.

23 3. If Burst is required by law, regulation or order of a governmental agency to disclose any
24 information relating to the Settlement in its filings with the U.S. Securities and Exchange Commission
25 or other governmental agency or in communications with its shareholders, Burst shall provide
26 RealNetworks in writing at least fifteen (15) business days before making such disclosure with (a) the
27 contents of such proposed disclosure and (b) a signed certification by an officer of Burst that, in
28

1 accordance with advice received from Burst's counsel, the company believes in good faith that it is
 2 required to make such disclosure and to do so in the form proposed. Burst agrees to minimize the
 3 content of any such disclosure to that strictly necessary to comply with its legal reporting obligation.

4 4. In addition to the foregoing, Burst may disclose information relating to the Settlement
 5 in confidence to (i) the professional legal and financial counsel representing Burst, provided that such
 6 legal or financial counsel agree in writing to comply with the terms of Section 7 of the Settlement
 7 Agreement as if they were a party to the Settlement Agreement or (ii) any non-party covered by the
 8 releases, licenses or covenants granted in the Settlement Agreement, provided that such non-party
 9 agrees in writing to comply with the terms of Section 7 of the Settlement as if it were a party to the
 10 Settlement Agreement.

11 5. This Stipulation and Order will expire according to its own terms on the date three (3)
 12 years from the date this stipulation is so ordered by the Court. The confidentiality terms in Section 7
 13 as well as the other provisions in the Settlement Agreement shall remain in full force and effect and
 14 shall not be affected by, expire or terminate based on any provision in this Stipulation and Order.

15 6. In the event of a dispute concerning an alleged breach of this Stipulation and Order or
 16 any proceedings to enforce the terms of this Stipulation and Order, the prevailing party shall be entitled
 17 to recover its reasonable attorneys' fees and disbursements incurred in connection with such
 18 proceeding.

19 The electronic filer hereby attests that the individuals whose names appear below have signed
 20 this document. See General Order 45, Section X.

21 Dated: June 17, 2008

22 By: /s/ Robert F. Kramer
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Attorneys For Defendant and Counterclaimant
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PURSUANT TO STIPULATION, IT IS SO ORDERED.

Date: _____, 2008

Hon. Marilyn H. Patel

HOWREY LLP